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17 UNITED STATES DISTRICT COURT
18 CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

19 ANTHEM BLUE CROSS LIFE AND
20 HEALTH INSURANCE COMPANY, a
California corporation, et al.,

21 Plaintiff,

22 v.

23 HALOMD, LLC, et al.,

24 Defendants.

Case No. 8:25-cv-01467-KES

**REPLY IN SUPPORT OF
DEFENDANT
MPOWERHEALTH PRACTICE
MANAGEMENT, LLC'S
MOTION TO DISMISS UNDER
FED. R. CIV. PRO. 12(B)(2)**

Hearing Date: March 10, 2026
Hearing Time: 10:00 a.m.
Courtroom: 6D

Honorable Karen E. Scott
Magistrate Judge

1 **I. INTRODUCTION**

2 MPOWERHealth Practice Management, LLC (“MPOWERHealth”)
3 independently moved to dismiss Anthem’s claims against it for lack of personal
4 jurisdiction under Rule 12(b)(2). Dkt. No. 72. That motion explains why the Court
5 lacks personal jurisdiction over MPOWERHealth, a Delaware entity headquartered
6 in Texas, which is not accused of directing any wrongful conduct toward California.
7 Instead, Anthem’s attempt to improperly lump MPOWERHealth into this case is just
8 another illustration of its scattershot pleading. *See* Mot. to Dismiss, Dkt. No. 73;
9 Joinder in Mot. to Strike, Dkt. No. 74.

10 Anthem’s opposition concedes the absence of general personal jurisdiction
11 over MPOWERHealth and makes no effort to justify jurisdiction based on
12 MPOWERHealth’s relationships with its purported California subsidiaries. *See* Opp.
13 18–22. Anthem nonetheless attempts to salvage specific jurisdiction, but in doing so
14 resorts to its group-pled allegations, relying on conduct it attributes to other
15 defendants in its unsupported attempt to connect MPOWERHealth to the forum state.
16 Because Anthem’s allegations fail to establish that MPOWERHealth expressly aimed
17 any allegedly wrongful conduct at the forum state, specific jurisdiction is lacking.
18 Personal jurisdiction over MPOWERHealth thus depends entirely on the viability of
19 Anthem’s civil RICO and ERISA claims, which are inadequately stated for the
20 reasons explained in the Providers’ Rule 12(b)(6) motion, Mot. 17–18, 20, and thus
21 cannot sustain personal jurisdiction.

22 **II. THIS COURT LACKS PERSONAL JURISDICTION OVER**
23 **MPOWERHEALTH.**

24 The “effects” test for specific personal jurisdiction requires “something more”
25 than “a foreign act with foreseeable effects in the forum state.” *Pakootas v. Teck*
26 *Cominco Metals, Ltd.*, 905 F.3d 565, 577 (9th Cir. 2018) (citation omitted). This
27 “something more” requires “express aiming,” which is only shown by allegations
28 that “the defendant’s allegedly tortious action was ‘expressly aimed at the forum.’”

1 *Picot v. Weston*, 780 F.3d 1206, 1214 (9th Cir. 2015) (citation omitted). “The proper
2 question is not where the plaintiff experienced a particular injury or effect but
3 whether the defendant’s conduct connects him to the forum in a meaningful way.”
4 *Walden v. Fiore*, 571 U.S. 277, 290 (2014). Thus, the analysis “must focus on the
5 defendant’s contacts with the forum state, not the defendant’s contacts with a resident
6 of the forum.” *Picot*, 780 F.3d at 1214.

7 To support its claim that the Court has specific jurisdiction over
8 MPOWERHealth, Anthem points broadly to the allegations in paragraphs 135
9 through 140 of the complaint, *see* Opp. 20, some of which purport to describe
10 MPOWERHealth’s general operations. Anthem specifically highlights its
11 allegations that MPOWERHealth “centrally coordinates [intraoperative
12 neuromonitoring] services and manages legal, billing, and IDR functions” for certain
13 subsidiaries. *Id.* (emphasis omitted) (quoting Dkt. No. 50 ¶ 140). None of that
14 conduct, however, is alleged to be expressly aimed by MPOWERHealth at California,
15 nor is it allegedly unlawful. *See Picot*, 780 F.3d at 1214 (the analysis “asks whether
16 the defendant’s *allegedly tortious action* was ‘expressly aimed at the forum’”
17 (emphasis added)). From there, Anthem simply leaps to its conclusory, group-pled
18 assertion that “[t]he intentional submission of fraudulent IDR disputes for the
19 California-based Defendants against Anthem were intentional acts expressly aimed
20 at a California business.” Opp. 20. But Anthem does not allege that
21 MPOWERHealth submitted or participated in these IDR disputes or that they were
22 submitted on its behalf. Anthem cannot bootstrap its way to establishing specific
23 jurisdiction over MPOWERHealth based on generalized and innocuous allegations
24 untethered to California-directed misconduct allegations. *See Bobulinski v. Dickson*,
25 2025 WL 863462, at *8–9 (C.D. Cal. Feb. 20, 2025) (rejecting the plaintiff’s personal
26 jurisdiction arguments as “improperly focused on the defendant’s contact with a
27 resident of the forum”); *Marcus v. Ctrs. for Disease Control & Prevention*, 2024 WL
28 4003922, at *4 (C.D. Cal. June 12, 2024) (finding that the plaintiffs “fail[ed] to

1 adequately establish the express aiming prong” because their allegations showed only
2 that the jurisdiction-challenging defendant “intentionally interacted with” other
3 defendants, rather than with the plaintiffs directly in California”); *Alexandria Real*
4 *Estate Equities, Inc. v. RUNLABS (UK) Ltd.*, 2019 WL 4221590, at *13–14 (N.D.
5 Cal. Sept. 5, 2019) (finding a lack of specific jurisdiction over the defendants where
6 the plaintiff failed to adequately plead “*tortious conduct* expressly aimed at the forum
7 state” (emphasis original)).

8 The two cases Anthem cites, Opp. 21, are distinguishable. In *Automattic Inc.*
9 *v. Steiner*, the court found that allegedly fraudulent takedown notices the defendant
10 sent for the purpose of inducing the California-based plaintiff to remove content from
11 the internet “constituted conduct ‘expressly aimed’ at California.” 82 F. Supp. 3d
12 1011, 1024 (N.D. Cal. 2015). Similarly, in *AGA Serv. Co. v. United Air Ambulance,*
13 *LLC*, the defendants allegedly obtained assignments of insurance policy benefits
14 from California residents through misrepresentations, demanded reimbursements
15 from the plaintiff based on those assignments, and filed complaints and appeals
16 against the plaintiff with California state agencies regarding the amount of the
17 plaintiff’s reimbursements. 2017 WL 4271991, at *4–6 (S.D. Cal. Sept. 26, 2017).
18 The court rejected the defendants’ challenges to specific jurisdiction, finding that
19 their business dealings involving California claimants and filings before California
20 agencies sufficed to establish purposeful availment. *Id.* In both cases, the defendants
21 directed their allegedly wrongful conduct at the forum state. Anthem, in contrast,
22 cannot attribute to MPOWERHealth any allegedly wrongful action directed at
23 California.

24 Unable to establish grounds for personal jurisdiction over MPOWERHealth
25 under California’s long-arm statute, Anthem’s jurisdictional claim rests entirely on
26 the service of process authorizations in the ERISA and civil RICO statutes. That, in
27 turn, depends on Anthem’s ability to state a plausible claim for relief against
28 MPOWERHealth under either statute. *See Mir v. Greines, Martin, Stein & Richland,*

1 2015 WL 4139435, at *12–13 (C.D. Cal. Jan. 12, 2015) (granting the defendant’s
2 motion to dismiss for lack of personal jurisdiction due to the plaintiff’s failure to state
3 a civil RICO claim against the defendant); *Lockner v. Swift Tech. Servs.*, 326 F. Supp.
4 3d 912, 916–17 (D. Alaska 2018) (granting defendant’s motion to dismiss for lack of
5 personal jurisdiction based on ERISA, 29 U.S.C. § 1132(e)(2)). For the reasons set
6 forth in the Providers’ motion to dismiss, Anthem’s civil RICO and ERISA claims
7 fail—and thus its theory of personal jurisdiction over MPOWERHealth fails as well.

8 **III. CONCLUSION**

9 Anthem fails to identify any conduct connecting MPOWERHealth with
10 California, much less allegedly tortious conduct specifically directed by
11 MPOWERHealth towards the forum state. Accordingly, this Court lacks personal
12 jurisdiction over MPOWERHealth and should dismiss all claims against it.

13 Dated: February 24, 2026

Respectfully submitted,

JONES DAY

14
15
16 By: _____



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CERTIFICATE OF COMPLIANCE

The undersigned, counsel of record for the Providers, certifies that this brief contains 1,052 words, which complies with the word limit of L.R. 11-6.1.

Dated: February 24, 2026 JONES DAY

By: /s/James L. Poth

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